

THOMPSON
HINE & FLORY LLP

Attorneys at Law

RECORDATION NO. 23239-B FILED

JAN 17 '01 11:23 AM

TS
SURFACE TRANSPORTATION BOARD

January 17, 2001

VIA HAND DELIVERY

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

Enclosed for recordation, under the provisions of 49 U.S.C. § 11301(a) and the regulations promulgated thereunder, are executed counterparts of a secondary document not previously recorded, entitled Acknowledgment, Consent and Release (the "Consent") executed by NOOTER/ERIKSEN, INC., dated as of October 30, 2000.

The party to the enclosed Consent is:

NOOTER/ERIKSEN, INC.
5000 Cedar Plaza Parkway
St. Louis, MO 63128

The said Consent has been entered into by NOOTER/ERIKSEN, INC. pursuant to the terms of that certain Rail Car Use Agreement, dated as of April 1, 2000, between Kasgro Leasing, LLC, as successor in interest to OPM Rail Services, Inc., and NOOTER/ERIKSEN, INC., under which, among other things, NOOTER/ERIKSEN, INC. acknowledges and fully and completely authorizes, approves and consents to the collateral assignment by Kasgro Leasing, LLC to Heller Financial Leasing, Inc. of all of Kasgro Leasing, LLC's right, title and interest in and to the said Rail Car Use Agreement. A Memorandum of the said Rail Car Use Agreement was filed with the Board on November 30, 2000, and assigned Recordation No. 23239. The said collateral assignment was filed with the Board on November 30, 2000, and assigned Recordation No. 23239-A. The instant Consent should be recorded under the Recordation Number assigned to the Memorandum of Rail Car Use Agreement as -B.

The units of equipment covered by the instant Consent are the flat railcars identified in Schedule I to the Memorandum of Rail Car Use Agreement, as assigned.

A short summary of the Consent to appear in the STB Index follows:

1920 N Street, N.W. Washington, D.C. 20036-1601 202-331-8800 fax 331-8330

BRUSSELS, BELGIUM CINCINNATI CLEVELAND COLUMBUS DAYTON PALM BEACH WASHINGTON, D.C.

THOMPSON
HINE & FLORY LLP

Attorneys at Law

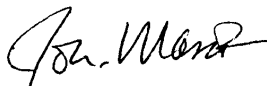
Honorable Vernon A. Williams
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“Acknowledgment, Consent and Release, dated as of October 30, 2000 executed by NOOTER/ERIKSEN, INC., consenting to the Collateral Assignment of Rail Car Use Agreement between Kasgro Leasing, LLC as Assignor and Heller Financial Leasing, Inc. as Assignee, dated as of November 28, 2000.”

Enclosed is a remittance in the amount of \$26.00 for the required recording fee.

Once the filing has been made, please return to bearer the stamped counterparts not needed for your files, together with the fee receipt and letter from the Secretary acknowledging the filing, and the extra copies of this letter of transmittal.

Very truly yours,



John K. Maser III

*Attorney for purposes of this filing for
NOOTER/ERIKSEN, INC.*

Enclosures

110750
049849.03

SCHEDULE I

NOOTER ERIKSEN - St. Louis, MO.

KRL 70911

ACKNOWLEDGMENT, CONSENT AND RELEASE

JAN 17 '01

11-23 AM

SURFACE TRANSPORTATION BOARD

Pursuant to the terms of that certain Rail Car Use Agreement dated April 1, 2000 (the "Agreement") between Nooter/Eriksen, Inc. ("Nooter") and OPM Services, Inc. ("OPM Services"), Nooter, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, does hereby acknowledge and fully and completely authorize, approve and consent to each of the following: (i) the execution, delivery and performance by OPM Services, as assignor, and Kasgro Leasing, LLC, a Pennsylvania limited liability company ("Kasgro Leasing"), as assignee, of an Assignment and Assumption Agreement ("Assignment") pursuant to which OPM Services will sell, assign, transfer and convey to Kasgro Leasing all of its right, title and interest in and to the Agreement and Kasgro Leasing will accept, assume and agree to perform and be bound by all of the obligations, responsibilities and covenants arising thereunder, (ii) the transfer and conveyance by OPM Flats, Inc. to Kasgro Leasing of its entire general partner interest in and to Power Flats, Ltd., a Kentucky limited partnership, and all rights relating to or arising by reason of such general partner interest, and (iii) the collateral assignment by Kasgro Leasing to Heller Financial Leasing, Inc. ("Heller") of all of Kasgro Leasing's right, title and interest, but not its obligations to Nooter, in and to the Agreement. Nooter acknowledges that in the event of Kasgro Leasing's default under its agreement with Heller, Heller (or its agents or assigns) may, but is not obligated to, assume Kasgro Leasing's rights and obligations under the Agreement (provided, however, that in the absence of such assumption, Nooter agrees that Heller shall not be liable for any of the duties of Kasgro Leasing under the Agreement). Nooter agrees to provide Heller a copy of any notice of a breach under the agreement. A copy of the notice shall be sent to Heller Financial Leasing, Inc., 500 West Monroe St., Chicago, IL 60661, Attention: Portfolio Manager, CEFG. Nooter agrees that such collateral assignment shall not give rise to any duties or obligations on the part of Heller to Nooter.

Nooter does hereby fully release and forever discharge OPM Services and its officers, directors, shareholders, employees, agents, successors, and affiliates from all duties, obligations, responsibilities, covenants and liabilities arising under or pursuant to the Agreement, such discharge and release to be effective immediately upon the execution and delivery of the Assignment.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Acknowledgment, Consent and Release as of this 30th day of October, 2000.

NOOTER/ERIKSEN, INC.

By: _____

Jon C. Dulle

Title: _____

Director of Procurement & Transportation

STATE OF MISSOURI)
) SS:
COUNTY OF ST. LOUIS)

On this 30th day of October, 2000, before me personally appeared Jon C. Dulle to me personally known, who, being duly sworn, did say that he is Director of Procurement and Transportation, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Stephanie M. Bowen
Stephanie M. Bowen
Notary Public

My Commission Expires: February 8, 2004

STEPHANIE M. BOWEN
Notary Public – Notary Seal
State of Missouri
County of Jefferson
My Commission Expires Feb. 8, 2004

STATE OF _____)
)
COUNTY OF _____) **SS:**

On this _____ day of _____, 2000, before me personally appeared _____ to me personally known, who, being duly sworn, did say that he is _____ of _____, and that the foregoing instrument was signed on behalf of such corporation by authority of its Board of Directors, and he acknowledged that execution of the foregoing instrument was the free act and deed of such corporation.

Notary Public

My Commission Expires: